



Amendment No. 6
of
Contract Number MA 5600 NC12000002
for
Long Distance Telephone and Data Service
between
AT&T Corporation (Contractor)
and the
City of Austin

- 1.0 The City hereby amends this Contract by adding an additional \$60,999.00 to the Total Contract Amount.
- 2.0 The total Contract authorization is recapped below :

Term	Action Amount	Total Contract Amount
Initial Term: 09/01/2011 – 08/31/2016	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase 04/19/2016	\$15,000.00	\$1,765,000.00
Amendment No. 2: Option 1 – Extension 09/01/2016 -08/31/2017	\$350,000.00	\$2,115,000.00
Amendment No. 3: Option 2 – Extension 09/01/2017 – 08/31/2018	\$350,000.00	\$2,465,000.00
Amendment No. 4: Option 3 – Extension 09/01/2018 – 08/31/2019	\$350,000.00	\$2,815,000.00
Amendment No. 5: Option 4 – Extension 09/01/2019 -08/31/2020	\$350,000.00	\$3,165,000.00
Amendment No. 6: Adminstrative Increase 02/27/2020	\$60,999.00	\$3,225,999.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

This Agreement shall be void if not executed by Customer and received by AT&T within forty-five (45) days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Laura Morales

Date: 10 Mar 2020

Printed Name: Laura Morales Contract Specialist CGI
Authorized Representative

GK9640

AT&T Corporation
712 E. Huntland Dr., Room 320
Austin, TX 78752-3798
R9274@att.com

Signature: 

Date: 3/11/20

Jim Howard
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701



Amendment No. 5
to
Contract No. 5600 NC12000002
for
Long Distance Telephone and Data Service
between
AT&T Corp. (Contractor)
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 1, 2019, through August 31, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$350,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2011 - 08/31/2016	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase 04/19/2016	\$15,000.00	\$1,765,000.00
Amendment No. 2: Option 1 - Extension 09/01/2016 - 08/31/2017	\$350,000.00	\$2,115,000.00
Amendment No. 3: Option 2 - Extension 09/01/2017 - 08/31/2018	\$350,000.00	\$2,465,000.00
Amendment No. 4: Option 3 - Extension 09/01/2018 - 08/31/2019	\$350,000.00	\$2,815,000.00
Amendment No. 5: Option 4 - Extension 09/01/2019 - 08/31/2020	\$350,000.00	\$3,165,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five(45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void, except for changes expressly authorized by the terms of this Amendment.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

<p>Sign/Date: <u>Brandon Trotter 07/22/2019</u></p> <p>Printed Name: <u>Brandon Trotter Contract Specialist CGI</u> Authorized Representative</p> <p style="text-align: right;">SB415W</p> <p>AT&T Corp. 712 E. Huntland Dr., Room 320 Austin, TX 78752-3798</p>	<p>Sign/Date: <u> 7/22/19</u></p> <p>Printed Name: <u>Ken Bragdon</u> Authorized Representative</p> <p>Manager: <u></u></p> <p>City of Austin Purchasing Office 124 W. 8th Street, Ste. 310 Austin, Texas 78701</p>
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Amendment No. 4
to
Contract No. 5600 NC120000002
for
Long Distance Telephone and Data Service
between
AT&T Corp. (Contractor)
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 1, 2018, through August 31, 2019. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$350,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2011 – 08/31/2016	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase 04/19/2016	\$15,000.00	\$1,765,000.00
Amendment No. 2: Option 1 – Extension 09/01/2016 – 08/31/2017	\$350,000.00	\$2,115,000.00
Amendment No. 3: Option 2 – Extension 09/01/2017 – 08/31/2018	\$350,000.00	\$2,465,000.00
Amendment No. 4: Option 3 – Extension 09/01/2018 – 08/31/2019	\$350,000.00	\$2,815,000.00
3.0 MBE/WBE goals do not apply to this contract.		

- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void, except for changes expressly authorized by the terms of this Amendment.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *J. Holcomb* 30 July 2018
 Printed Name: James Holcomb
 Authorized Representative

Sign/Date: *J. Howard*
 Printed Name: JAMES T. HOWARD
 Authorized Representative

AC754X

AT&T
 712 E. Huntland Dr., Room 320
 Austin, TX 78752-3798

City of Austin
 Purchasing Office
 124 W. 8th Street, Ste. 310
 Austin, Texas 78701

Bartley July 8/1/18
Bartley Tyler



Amendment No. 3
to
Contract No. NC12000002
for
Long Distance Telephone and Data Service
between
AT&T Corp. (Contractor)
and the
City of Austin

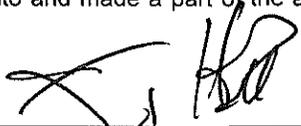
- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective September 1, 2017 the term for the extension option will be September 1, 2017 through August 31, 2018 and there are three (3) options remaining.
- 2.0 The total contract amount is increased by \$350,000.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2011 – 08/31/2016	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase 04/19/2016	\$15,000.00	\$1,765,000.00
Amendment No. 2: Option 1 – Extension 09/01/2016 – 08/31/2017	\$350,000.00	\$2,115,000.00
Amendment No. 3: Option 2 – Extension 09/01/2017 – 08/31/2018	\$350,000.00	\$2,465,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  May 10 2017

Sign/Date: 

Printed Name: Patrick J. Gleason
Authorized Representative Sr. Customer Contracts

Printed Name: JAMES T. HOWARD
Authorized Representative

AT&T
712 E. Huntland Dr., Room 320
Austin, TX 78752-3798

City of Austin
Purchasing Office



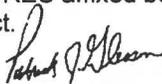
Amendment No. 2
to
Contract No. NC12000002
DIR-TEX-AN-NG-CTSA-005
for
Long Distance Telephone and Data Services
between
AT&T
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective September 1, 2016, the term for the extension option will be September 1, 2016 to August 31, 2017, four options remain.
- 2.0 The total Contract amount is increased by \$350,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/01/11 – 08/31/16	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase 4/19/16	\$15,000.00	\$1,765,000.00
Amendment No. 2: Option 1 09/01/16 – 08/31/17	\$350,000.00	\$2,115,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 5 is hereby incorporated into and made a part of the above-referenced contract.

Sign and date:  June 15 2016
 Printed Name: Patrick J. Gleason
 Authorized Representative
 Sr. Customer Contracts eh182c

Sign and date:  7-3-16
 Linell Goodin-Brown, Contract Compliance Supervisor
 City of Austin
 Purchasing Office

AT&T
 712 E. Huntland Dr. Room 320
 Austin, TX 78752-3798



Amendment No. 1
to
MA 5600 NC12000002
for
Long Distance Telephone and Data Services
between
AT&T Corp. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Revise the **Compensation** Section to **increase the Not-to-Exceed amount for the initial term** to \$1,765,000.00. This is an increase of \$15,000.00.

2.0 The total Contract authorization is recapped below:

Term	Action Amount (Cost)	Total Contract Amount
Original Contract: Initial Term 9/1/11 – 7/1/16	\$1,750,000.00	\$1,750,000.00
Amendment No. 1: Administrative Increase	\$15,000.00	\$1,765,000.00

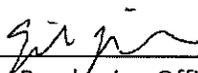
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Signature: 
City of Austin Purchasing Office
Printed Name: Gil Zilkha

Date: 4/19/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

**Contract between the City of Austin ("City")
and
AT&T Corp. ("Contractor")
for
Long Distance Telephone and Data Services**

This Contract is between Contractor having a principal place of business at One AT&T Plaza, Dallas, TX 75202 and the City, a home-rule municipality incorporated by the State of Texas, and is effective when signed by an authorized representative of the City. This Contract meets solicitation requirements by using Contractor's contract with the State of Texas, Department of Information Resources DIR Contract No. DIR-TEX-AN-NG-CTSA-005 ("DIR Contract").

1.1 **This Contract is composed of the following documents:**

- 1.1.1 DIR Contract
- 1.1.2 This Contract
- 1.1.3 General Provisions, attached as Exhibit A
- 1.1.4 Non-Discrimination Certification, attached as Exhibit B

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 DIR Contract
- 1.2.2 Exhibit B
- 1.2.3 This Contract
- 1.2.4 Exhibit A

1.3 **Quantity.** Quantities will be as needed and specified by the City for each order. There is no guaranteed minimum amount for this Contract.

1.4 **Term of Contract.** The Contract will be in effect beginning September 1, 2011 and will continue for a period of fifty-eight (58) months. Thereafter the Contract may be extended for up to five (5) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee and subject to the DIR Contract being extended.

1.4.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing)

1.4 **Compensation.** Contractor will be paid monthly pursuant to the services ordered for the previous month. In consideration for the services to be performed under this Contract, the Contractor shall be paid an estimated amount not-to-exceed \$1,750,000 for the initial fifty-eight (58) month term and amounts not-to-exceed \$350,000 per extension option, for a total estimated Contract amount not to exceed \$3,500,000. Details of the pricing are set forth on Attachment C to the DIR Contract.

This Contract (including any Exhibits and Attachments) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

AT&T Corp.

City of Austin

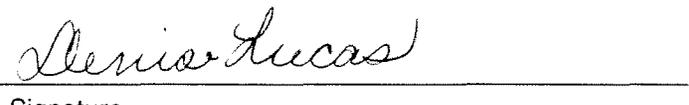
Gabriela Ratulowski

Denise Lucas

Printed Name of Authorized Person

Printed Name of Authorized Person





Signature

Signature

GABRIELA RATULOWSKI
Contract Management

Deputy Purchasing Officer

Title:

Title:

9/30/11

10/5/11

Date:

Date:

Exhibit A – General Provisions
Exhibit B – Non-Discrimination Certification

**EXHIBIT A
GENERAL PROVISIONS**

ADDITIONAL PROVISIONS

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Melissa Forward; Phone: 512-421-5020; Email: mf2918@att.com. The City's Contract Manager for the engagement shall be Leslye Conoley; Phone: 512-974-7826; Email: leslye.conoley@austintexas.gov.

2. **Invoices and Payment.**

2.1 **Invoices.** The invoicing shall be governed by the DIR Contract. Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	Accounts Payable
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

2.1.1 Invoices for labor shall include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

2.2 **Payment.** Payment shall be governed by the DIR Contract.

3. **Travel Expenses.** No travel expense is authorized for this Contract.

4. **Equal Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5. **Right To Audit.**

5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to credit to the City any overpayments disclosed by any such audit. The City does not object to Contractor's request that any auditor, or other authorized representatives of the City that requires access to Contractor's Confidential Information will be required to execute a confidentiality agreement protecting the confidentiality of Contractor's information, in form reasonably satisfactory to Contractor.

5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
AT&T Corp.
ATTN: Account Manager
712 E. Huntland Drive
Austin, TX 78752

7. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.2 **The Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

8. **Subcontractors.**

8.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective products provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

8.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

8.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being an additional insured as its interest shall appear; and

8.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

9. **Insurance.** The following insurance requirements apply.

9.1 **General Requirements**

9.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

9.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

9.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

9.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

9.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

9.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

9.1.7 All endorsements including the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation / contract number, the Buyer's name, and shall be mailed to the following address:

Attn: Mick Osborne

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

9.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

9.1.9 If primary insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is needed to meet required total limits it shall follow the form of the primary coverage.

9.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

9.1.11 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

9.1.12 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All self-insured retentions shall be disclosed on the Certificate of Insurance.

9.1.13 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

9.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

9.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

9.2.1.1 Blanket contractual liability coverage

9.2.1.2 Independent Contractor's Coverage

9.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

9.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

9.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

9.2.1.6 The City of Austin listed as an additional insured as respects work under this Contract, or equivalent coverage

9.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

9.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

9.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

9.2.2.3 The City of Austin listed as an additional insured as respects work under this Contract, Endorsement TE 9901B, or equivalent coverage

9.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

9.2.3.1 The Contractor's policy shall apply to the State of Texas

9.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

9.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

9.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

9.2.5 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

10. **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

11. **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

12. **Assignment-Delegation.** The resulting Contract between the City of Austin and Contractor, which is comprised of a) the DIR Contract, b) this Contract, c) General Provisions in Exhibit A, and d) Non-Discrimination Certification in Exhibit B, shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware

of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

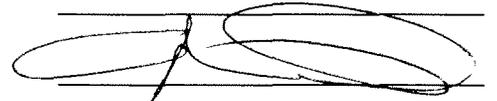
Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of September, 2011

CONTRACTOR

Authorized
Signature



Title

GABRIELA RATULOWSKI
Contract Management